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Clay County School Board and Clay County Education Association, National Education Association Amendment (1990)

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Clay County School Board and Clay County Education Association, National Education Association Amendment (1990)

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Comments

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1990-91 AMENDMENT

TO

CLAY COUNTY SCHOOL BOARD

MASTER CONTRACT

WITH

CLAY COUNTY EDUCATION ASSOCIATION

1988 - 91

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ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Teacher - The term "teacher" as used in this Article shall mean teacher, group of teachers, employee, or group of employees recognized in the bargaining unit as defined in Article I.
2. Work Days - The term "days" as used herein shall mean teacher work days as set forth in the official school calendar as adopted by the Board.
3. Grievance
 - a. Any claim by a teacher, or group of teachers that there has been a violation, misinterpretation, or misapplication of the Agreement to which aggrieved teacher(s) is a party, may be processed as a grievance as hereinafter provided.
 - b. Any claim by a teacher, or group of teachers that there has been a violation, misinterpretation, or misapplication of any rule, order, or regulation of the Board which affects only the wages, hours, and terms and conditions of employment of the teacher(s) to which the aggrieved teacher(s) is a party, may also be processed as a grievance as hereinafter provided.
 - c. Board regulations, rules, or orders not meeting the above criteria will not be grievable.
 - d. If such a claim would affect a department(s) within a school, then such claim shall be filed as a "class" grievance.
4. Superintendent - The "Superintendent" as used in the Agreement shall mean "superintendent or designee."

- B. Whenever a teacher, class as herein defined, or the Association feel that there is a grievance, the immediate supervisor having authority to correct the alleged violation shall be conferred with on an informal basis no later than ten (10) working days from the occurrence of the event or events giving rise to the grievance in an effort to arrive at a mutually satisfactory solution to the grievance. In the case of an aggrieved employee whose employment has been terminated through resignation, dismissal or non-renewal, such informal conference must take place within the time period specified herein but no later than five (5) work days from the date of termination. When a solution is not mutually determined, the more formal procedure may be initiated in order to resolve the grievance. Grievances shall be conducted in private to the extent permitted by law. The aggrieved teacher shall have the right to request the presence of the Association representative at any step properly initiated in the process by the aggrieved. Nothing in this agreement shall be construed to prevent any teacher from presenting at any properly initiated step his/her grievances in person or by legal counsel.

C. Class Grievance

1. If the particular grievance is a "class" grievance affecting teachers in one school center, a grievance committee made up of the aggrieved teachers with an Association representative and the school administration shall be formed to discuss the problem informally. If this does not result in a satisfactory resolution, the formal grievance procedure shall be initiated at Level I with all aggrieved teachers in the class signing the grievance. The same time limitations and other requirements as set forth for the institution of grievances at Level I shall apply.
2. If the particular grievance is a "class" grievance affecting teachers in more than one building, the grievance shall be processed directly to Level II and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level I. Such grievance must be presented no longer than ten (10) work days following the informal hearing.

D. Written grievances as required herein shall contain the following:

1. Shall be signed by the grievant or grievants;
2. Shall be specific and related to the alleged violation;
3. Shall contain a synopsis of the facts giving rise to the alleged violation;
4. Shall cite the section or subsections alleged to have been violated;
5. Shall contain the date of the alleged violation;
6. Shall specify the relief requested;

Any written grievance not in accordance with the above requirements may not be acted upon until submitted in proper form.

E. All documents, communications and records dealing with the processing of a grievance will be considered confidential to the extent permitted by law, and will be filed separately from the personnel files of the aggrieved teacher.

Level I

The teacher shall submit in writing to the principal or immediate supervisor a copy of the grievance presented on the form set forth in Appendix II. Such grievance must be presented within a reasonable time, but in no event longer than ten (10) work days following the informal hearing. The principal or immediate supervisor shall have five (5) work days upon receipt of the grievance to meet with the teacher in an effort to resolve the grievance. The principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within three (3) work days after said meeting, and shall furnish copies thereof to the teacher, to the Association and Superintendent.

Level II

If the grievance is not resolved at Level I, the aggrieved teacher may file an appeal to the Superintendent or his/her designee within ten (10) work days after he/she has

received the disposition of Level I. The written appeal shall be attached to the grievance form. After receipt of appeal, the Superintendent or his/her designee shall meet and confer with the aggrieved teacher with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the teacher, his/her representative, and the representative of the Association, if different from the teacher's representative, must be present. Absence of the Association representative will not prevent the conference(s) from being held if the Association has been given forty-eight hours prior notice. Notice of the conference shall be given also to the principal or immediate supervisor who rendered the decision at Level I. The principal or immediate supervisor may be present at the conference(s) to state his/her views. Within fifteen (15) work days after receipt of appeal, the following shall occur:

1. A conference shall be scheduled and held.
2. The Superintendent or his/her designee shall communicate his/her decision in writing together with the supporting reasons to the aggrieved teacher and the Association. The principal or immediate supervisor who rendered the decision at Level I shall also receive a copy of the decision at the same time. Nothing herein shall prevent the grievant from petitioning the School Board for a hearing at a special session or for the Board to initiate a hearing on the grievance.

Level III

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made by the Superintendent within the period provided, the Association may file within ten (10) work days, a written notice with the Superintendent or his/her designee that arbitration before an impartial arbitrator is being requested. A request by the Association shall be filed with the American Arbitration Association or Federal Mediation and Conciliation Service within five (5) work days after this notice has been filed with the Superintendent. The rules of the AAA or FMCS will govern the arbitration proceedings. The Board and the Association shall not be permitted to assert, in such arbitration proceedings, any ground or any evidence not previously disclosed to the other party unless mutually agreed upon. Both parties agree that the award of the arbitrator shall be final and binding.

F. General Provisions

1. Any grievance which arose prior to the effective date of this Agreement shall not be processed through these procedures.
2. The affected supervisor shall be warned when a discussion with a teacher is being considered by the employee to be the informal step of this process.
3. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time.
4. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its

- management responsibilities, subject to the final decision of the grievance.
5. The losing party shall pay all fees and expenses of the arbitration step in this procedure.
 6. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.
 7. Any teacher involved in any manner in any grievance procedures shall not be subjected to any prejudicial treatment because of such participation.
 8. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.
 9. Arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When grievance meetings and arbitration proceedings are held during school hours, all employees whose presence is required shall be excused, with pay, from their normal duties.
 10.
 - a. Any party who has filed for arbitration proceedings but who subsequently withdraws such request shall pay all fees assessed by the arbitration agency and/or arbitrator. However, if the respondent and charging party mutually agree in writing to a modification in a Level II determination prior to the arbitration hearing and such modification results in an immediate request by the charging party for withdrawal of arbitration, then the fees assessed by the arbitration agency and/or the arbitrator shall be shared.
 - b. The arbitrator shall not have the power or authority to make any decision contrary to law or beyond his/her jurisdiction. The arbitrator shall limit his/her decision to the terms of this Agreement; and shall not add to, subtract from, modify, or alter the terms of this Agreement or School Board Policy.
 11. Any grievance initiated through the procedure outlined herein may not be filed a second time.
 12. Reasonable accommodation will be made for handicapped School Board employees involved in the grievance process.

ARTICLE XIII
TRANSFERS

- A. For the purpose of this Article, a transfer shall be defined as a change in grade, subject, assignment, class, building, or position. However, a form shall be required only in the case of transfer between schools or programs.
- B. Posting Vacancies
 - 1. Regular Allocated Positions (Vacancies)
 - a. All vacancies declared open for the next school year for positions other than supplemental shall be posted, and held vacant for a period of two (2) weeks, but no sooner than April 1 or later than June 30 in the following manner:
 - (1) The initial posting of vacancies shall be for a period of two (2) weeks and such posted vacancies shall be held vacant for any in-county teacher who wishes to apply to transfer to vacant positions in any certification area in which he/she currently holds certification. However, in the event a school site is closed or a new school site is opened at the beginning of the school year, the identification of surplus personnel and the exclusion of surplus personnel from this phase of the transfer process shall be implemented only at the close of this initial phase. This exception shall not be construed as to provide any employment rights to the annual contract personnel identified in accordance with paragraph D.1.b. of this article or to any personnel identified for reduction in force in accordance with Article XV (Reduction In Force).
 - (2) After the initial two week posting, all vacancies for which surplus (unassigned) teachers are qualified shall be held vacant until these teachers are assigned.
 - (3) Vacancies for which teachers returning from an extended leave are qualified shall be held vacant until these teachers are assigned.
 - (4) Vacancies remaining after the placement of surplus personnel and personnel returning from leave shall then be posted and held vacant for a period of two (2) weeks for both qualified in-county personnel who have filed with the Personnel Division a completed transfer request in accordance with district guidelines and out-of-county qualified candidates from the pool.
 - (5) Current vacancies will also be posted for informational purposes only on July 15. None of the requirements of this Article shall apply to the July 15 posting.
 - b. Vacancies During the School Year
 - (1) Vacancies which occur during the regular school year shall be posted in every school

for two (2) weeks on the first (1st) and fifteenth (15th) of each month beginning after September 15 and continuing through the month of May, except in cases that affect the smooth and continuous operation of the school.

- (2) Any vacancy which becomes known to the Personnel Division through resignation or emergency and which date of opening occurs before the end of the next regular posting period may be posted at the discretion of the Personnel Division.

2. Supplemental Vacancies

- a. Except where otherwise specified herein, vacancies of supplemental positions declared for the next school year shall be posted on the same listing as those noted in Section B.1.a. above and may or may not be related to one of the teaching positions listed in order to complement a school's need. Such positions shall be held vacant for a period of two (2) weeks for in-school applicants who are qualified. After such posting, if vacancies still exist, the positions shall be posted and held vacant for a period of two (2) weeks for in-county applicants or out-of-county applicants who are qualified and meet the requirements. Such postings shall not be posted sooner than April 1 or later than June 30.
- b. All supplemental positions which become vacant during the regular school year between September 15 and the end of May will be posted in the school in which the vacancy exists for a period not less than two (2) weeks.
- c. Community Education and Summer Institute positions shall be posted with other supplemental vacancies, but the two week vacancy requirement shall not apply.

3. Distribution of Posting Notices

- a. Except as otherwise provided herein, a copy of all vacancy postings shall be displayed at each work site.
- b. Except as otherwise provided herein, a copy of all vacancy postings shall be forwarded to the office of the Association.

C. Filling Vacancies - Volunteer Transfers

1. Regular Allocated Positions

- a. Each teacher shall be limited to one (1) volunteer transfer in a two (2) year period except at the discretion of the administration. A teacher wishing to seek a transfer to a posted vacancy for which he/she is eligible and qualified shall proceed in this manner:
 - (1) Obtain a transfer form as set forth in Appendix III from the Personnel Division or the principal and complete and sign the form as directed.

- (2) One copy of the completed request shall be

forwarded to the Personnel Division and one copy to the Association. The teacher shall retain the original and one (1) copy.

- (3) If agreement for the transfer is reached between the parties, the gaining principal shall sign the transfer form and forward both copies to the losing principal for his/her signature. The losing principal shall then forward the completed forms to the Personnel Division. If the transfer request is disapproved by a principal, that principal shall forward the forms to the Personnel Division.
- (4) The teacher will be notified in writing by the Personnel Division of the decision.
- (5) Final approval will rest with the district office.

b. Identification of Qualified Transfers

- (1) The principal of the school having the vacancy which is posted shall give due consideration to qualified and eligible in-county applicants. No action, formal or informal, with the exception of interviews, may be initiated on the placement of qualified eligible in-county or out-of-county applicants to a posted vacancy prior to the end of the posting period except where otherwise stipulated.
- (2) Due consideration shall be defined as taking into account the results of an interview, certification, experience, professional references, or other bonafide occupational qualifications.
- (3) If a position is filled by a transfer applicant, the decision to select such applicant will be based on qualifications. If qualifications are the same for two (2) or more individuals, then length of service in the district shall determine the priority for consideration. Approval by both the losing and gaining principals shall be required before such transfer is submitted to the Personnel Division for final consideration. The Personnel Division shall return copies of the approved or disapproved transfer request to both principals, the transfer applicant and to the Association.
- (4) After filling a vacant position, the principal will notify, in writing, all applicants as soon as action is taken.
- (5) A transfer request shall no longer be considered active after action has been taken on filling the vacant position.

2. Supplemental Positions

- a. The procedure for applying for transfer to a posted supplemental vacancy shall be the same as that in Section C.1.a. above for teachers wishing

- to transfer to a supplemental position related to a posted regular teaching position. If a teacher wishes to apply for the supplemental position only then the teacher should seek an interview with the principal of the school with the vacancy.
- B. At the close of the posting period, the principal may submit a recommendation for filling a supplemental position to the Personnel Division and should notify the in-county applicants in writing of the action taken.
- D. Involuntary Transfers - Change in Allocations/Programs/Needs Not Affecting County-Wide Total
1. Identification of Affected Personnel
- a. When a reduction in the allocation of teachers in a school or subject area within a program in a school is necessary, the Association shall be presented a list of teachers in the affected school showing the teachers' rank, status, classification as described in Article I, and years of experience in Clay County public schools and Florida public schools. Teachers affected shall be identified on the basis of certification and uninterrupted length of service in the district. Teachers shall be listed in the following order:
- (1) First to be listed: volunteers from the affected area in the school.
 - (2) Second to be listed: out-of-field personnel from the affected area in the school.
 - (3) Third to be listed: least uninterrupted length of service in the district from the affected area in the school.
- b. In the event continuing contract personnel are listed in the paragraph above, the same number of annual contract personnel as the number of continuing contract personnel listed shall be bumped in order of district seniority provided these annual contract personnel have the same qualifications as the listed continuing contract personnel.
- c. When a reduction in the allocation of teachers in a subject area or grade level within a school is necessary after the beginning of the school year, only teachers in the specified subject or grade level will be affected by the procedures in paragraph D.1.a. above.
- d. Should a teacher who has an athletic coaching supplemental position wish to resign any coaching position, that individual shall automatically be identified as surplus. Should the principal decide not to advertise the position as a teacher/coach combination, then the teacher identified as surplus from that position may be returned to that position at any time before its posting as a vacancy, as long as the teacher remains qualified. This paragraph will be effective for those teachers who are appointed to

their first athletic coaching position after December 15, 1987.

2. Placing Unassigned Personnel

a. Teachers listed for involuntary transfers as indicated in paragraphs D.1.a.b.c. and d. above shall be placed in vacant positions for which they are qualified in the following order:

(1) Qualified continuing contract personnel.

(2) Qualified personnel identified in D.1.d. above.

(3) Qualified annual contract personnel.

(4) Qualified bumped annual contract personnel.

The placement of these personnel shall be in reverse order of their listing.

b. Continuing contract personnel shall be placed in a position for which they are qualified, or if none is available, in a position considered out-of-field before annual contract personnel are placed.

E. Special Provisions

1. The foregoing shall not be construed in such a way as to prohibit involuntary transfers for specific reasons. The Superintendent shall not be prohibited with the consent of the Board from transferring employees when the Superintendent determines it is in the best interest of the school system.

2. When special talents or expertise are needed for the implementation of a new program, but are not found in the present employees, the proposed plans should be made known and present employees given an opportunity to qualify for the new position.

ARTICLE XVI
LEAVES

A. Terms

1. Leave granted by the School Board shall be taken by the individual for the purpose for which it was requested and granted. A teacher who is granted sick, extended sick, child care, maternity, illness-in-line-of-duty, or personal leave shall not accept full-time employment while on such leave of absence. This condition may be waived by action of the Board. A teacher who has been absent for 10 consecutive days or for 15 days in a 20 work day period for the same or related cause shall request the appropriate extended leave of absence in accordance with the rules set forth in this Article. Should such teacher fail to provide sufficient documentation to be eligible for the appropriate extended leave, the School Board shall place such teacher on extended personal leave for the balance of the school year. Teachers may be granted up to two (2) consecutive years of extended leave if such request is filed and approved in the manner set forth in this Article.
2. Teachers who want to return from extended leave which terminates at the close of the school year shall notify the Personnel Division in writing by March 1 of the school year for which leave was granted. If leave is granted after March 1, this written notification of the desire to return shall be submitted with the leave request. Upon return from leave which terminates at any time during or at the end of the school year, reassignment to a vacant position will be based on seniority to a vacant position in which he/she is qualified, provided that the teacher holds a continuing contract or professional services contract. The School Board shall not be responsible to any teacher who fails to submit such request in writing as specified above.
3. A request for an extension of an approved extended leave or for a second extended leave in the same school year shall be considered by the Board on a case-by-case basis. Where, in its discretion, the Board determines such repeated leave requests by the teacher are detrimental to the best interests of the students, such leave may be granted only for the remainder of the school year. It will be considered a single leave request when child care leave is requested subsequent to and consecutively taken after maternity leave, if notice is given with the maternity leave request that child care leave will be requested. The Board shall not be responsible for reinstatement of a teacher to any vacant position except as otherwise provided herein.
4. Teachers who are denied leave of any type shall be given the reason(s) and rationale for such denial when action is taken.

5. "Full-time" as used in this article shall mean six-tenths (.6) or greater allocated position.

B. Short Term Leaves

1. Sick Leave

Each teacher employed on a full-time basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent, shall be granted leave of absence for sickness. He/she shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to him/her at the end of that month and which shall not be used prior to the time it is earned and credited to him/her. Each teacher shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the teacher terminates his/her employment and has not accrued the 4 sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the teacher. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave a teacher may accrue except that at least one-half of this cumulative leave must be established within the district. Teachers are responsible for requesting that accumulated sick leave earned in another county be transferred to the district. Transferred sick leave will be posted on the record of the teacher at the rate of one day for each day earned in the district. Before receiving compensation for the time absent on sick leave, teachers shall file an official leave form stating the day or days absent. The administration shall provide this form upon the teacher's return. Teachers shall not be required to state reasons or nature of illness for sick leave. Sick leave must be substantiated by a physician's statement if it is requested either by the principal or the Superintendent.

2. Personal Leave With Pay

Four (4) days leave per year may be used for the teacher's personal business. Leave of this type is non-cumulative and chargeable against accrued sick leave. A teacher planning to use a personal leave day or days shall notify and gain the approval of his/her principal using the appropriate form at least twenty-four (24) hours in advance. The teacher shall suffer no loss of pay for such leave and shall not be required to give reasons except that the leave is for "Personal Reasons".

3. Personal Leave Without Pay

A teacher may be granted leave days without pay for

personal business when extenuating circumstances dictate. This leave may be granted to a teacher only when he/she cannot otherwise schedule his/her business outside of normal working hours. A reason must be stated with the request. Personal leave without pay shall be submitted to the principal at least three (3) days prior to the requested date of leave. The principal shall review the leave request for approval on a case by case consideration. Any employee who is absent without authorization shall be disciplined after consideration of the facts and in accordance with disciplinary procedures adopted by the Board.

4. Emergency Leave

a. Definition

Emergency leave shall be leave taken for a sudden unexpected happening; an unforeseen occurrence; an act of God.

b. Emergency Leave With Pay

One (1) personal leave day counted against sick leave may be granted for emergency purposes. Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or his/her designee

c. Emergency Leave Without Pay

Leave days for emergency purposes may be granted without pay. Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or his/her designee.

5. Court Leaves

Leave with pay may be granted to any teacher when called for jury duty or subpoenaed as a witness, or when a written request to appear in court is made by an attorney involved in the case. A copy of the court order, subpoena, or written request of the attorney shall be attached to the appropriate form and the completed form must be filed with the Personnel Division and approved prior to the leave.

6. Illness-In-The-Line-Of-Duty Leave

A teacher shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such illness or injury must be certified by both his or her principal and a physician, then forwarded to the Superintendent for his/her recommendation and submission to the Board for approval or disapproval. Except for worker's compensation claims, a teacher who has any claim for compensation under this section while absent because of illness contracted or injury incurred as prescribed herein shall file a claim by the end of each month during which such absence occurred. The Board shall approve such claims and authorize the

payment thereof; provided that the Board shall satisfy itself that the claim correctly states the facts and that such claimant is entitled to payment in accordance with the provisions of this section. The use of illness-in-the-line-of-duty leave, shall result in no reduction of the teacher's accumulated sick leave. Such leave shall be authorized for a total of not to exceed ten school days during any school year for illness contracted or injury incurred, from such causes as prescribed above.

7. Temporary Duty Elsewhere

Teachers on Temporary Duty Elsewhere shall receive their regular pay and may be allowed expenses.

8. Military Leave

When their obligation to the United States Armed Services makes unavoidable their failing to meet contractual duties, all members of the bargaining unit will be granted military leave in accordance with the law. Requests for such leave must be submitted in writing with a copy of the orders attached to such request.

9. Professional Leave

a. Professional leave days with pay while school is in session, when properly requested and approved by the Superintendent or his/her designee, may be granted to teachers for the purpose of:

- (1) Attending and/or participating in professional meetings relating to educational workshops, educational seminars, clinics, or educational conferences in their subject area or area deemed beneficial to the school system by the Superintendent.
- (2) Visitation for the purpose of observing instructional techniques or programs in their subject area.

b. Professional leave days with pay when properly requested and approved by the Superintendent or his/her designee may be granted to teachers during pre- and post-planning days for attendance in college courses for the purpose of extending certificates or for the purpose of earning credit toward being certified in the subject area of teaching responsibility. This request should be filed with the Personnel Division by ten (10) days prior to the post-planning period for leave during post-planning and pre-planning.

c. Professional leave days without pay when properly requested and approved by the Superintendent or his/her designee may be granted to teachers during pre- and post-planning days for the purpose of attending college classes for reasons other than that stated in subparagraph b. above or for the purposes set forth in subparagraph a. above.

10. Filing Leave

Leave in this Section (B) must be applied for on the

authorized forms with attachments if required and submitted to the immediate supervisor. The completed forms must be submitted to the supervisor by the end of the first day the teacher returns to duty in the case of sick, emergency, or illness-in-the-line-of-duty leave. The administration shall provide this form upon the teacher's return. Otherwise the forms must be submitted in advance in accordance with the provisions of this Section (B). Leave requests must be filed with the Personnel Division.

C. Extended Leave

1. Leave of this type must be authorized and approved by the School Board. The request with required documentation must be on file with the Personnel Division and approved prior to the effective date of leave, and must be in accordance with the provisions of Section A and Section B of this Article. Upon return from extended leave, reassignment will be based on seniority and only to a position which is vacant at the time of the return, and for which he/she is qualified, in accordance with the provisions of Section A 2 and in accordance with the provisions below.

2. Extended Sick Leave

An extended leave of absence for reasons of personal illness or illness of father, mother, husband, wife, or child may be granted to a teacher for up to one (1) year of disability if verified by a physician, or in accordance with C8. Sick leave days which have been earned may be used for this purpose but pay shall not be rendered for any period of time beyond the number of earned sick leave days on record. Sick leave days which have been granted in accordance with the rules of the Sick Leave Bank may be used for this purpose if such leave is granted solely for personal illness; however, pay shall not be rendered for any period of time beyond the number of sick leave days granted by the Sick Leave Bank. Extended sick leave shall be granted only for the period of time of physical disability verified by the physician and a statement from the physician verifying the teacher's ability to return to work must be on file with the Personnel Division prior to reemployment.

3. Maternity Leave

Leave may be granted to a teacher for pregnancy during a period of time from nine (9) months prior to the due date and two (2) months after delivery, or for whatever period of time of disability designated by the attending physician, which is directly a result of the pregnancy. A physician's statement shall accompany such request and must verify the dates requested. Sick leave days which have been earned or have been granted in accordance with the rules of the Sick Leave Bank may be used during any portion of this leave during which the

physician verifies in writing that the teacher is disabled, otherwise, maternity leave shall be without pay.

4. Child Care Leave

Leave without pay may be granted to any teacher for the purpose of the care of a dependent child under the age of two living in the same household. If the dependent child in the same household is over the age of two, an accompanying statement from a physician verifying the need for the teacher to care for the child and verifying the period of time required for such leave must accompany this request.

5. Military Leave

Any teacher required as a result of the draft or recall to serve in the armed forces of the United States shall be granted leave without pay for such service for a maximum of four (4) years. A teacher returning from such leave shall be returned to employment, without prejudice, providing application for reemployment is filed within six (6) months following the date of discharge or release from active military duty. The school district shall employ the teacher returning from such leave by not later than thirty (30) days from the date of the teacher's written application for reemployment. Such teacher shall be returned to his/her former position or to a similar position satisfactory to the teacher for which he/she is fully qualified.

6. Extended Professional Leave

A leave of absence for professional improvement, without salary, may be granted for any teacher, upon application, for up to one (1) year and upon reapplication, for up to a second year, for the purpose of:

- a. Engaging in study at an accredited university in his/her subject area or area deemed beneficial to the school system by the Superintendent.
- b. Full-time participation in the federally sponsored Peace Corps or Job Corps.
- c. Participating in foreign exchange teaching programs.
- d. Full-time teaching in his/her subject area in Department of Defense or Department of State programs.

Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the date when the leave is to commence. Application for reemployment should be filed at least six (6) months prior to the end of leave. Upon return from such leave the teacher shall be returned to a position which is vacant at the time of return and for which he/she is certified.

7. Extended Personal Leave

There are conditions which make it reasonable for a teacher to be temporarily excused from his/her contractual obligations for personal reasons. Extended personal leave may be granted only for a

maximum of one (1) year and must be only for the health and welfare of the teacher or members of his/her immediate family. Extended personal leave shall not be granted for more than two (2) consecutive years. Leave for this purpose must be supported by appropriate documentation and the request must be on file with the Personnel Division and approved prior to the effective date of leave.

8. Fitness for Duty/Medical Examination

- a. If the Superintendent has reasonable suspicion based upon objective factors to indicate an impairment of performance or productivity rendering the employee unable to safely and satisfactorily perform his/her complete duties and responsibilities, the Superintendent may require the employee to submit to a physical, medical or psychiatric examination or other laboratory tests to determine the employee's fitness to perform the complete duties and responsibilities of the employee's position.
- b. Any examination performed under this Article will be performed by a medical physician, psychologist, psychiatrist or laboratory testing facility (where testing for substance abuse) selected by the employee from a list of at least three (3) physicians, psychologists, psychiatrists, or two to five laboratory testing facilities (where applicable) recommended by the district. A copy of the list of laboratory facilities will be provided by the Superintendent to the Clay County Education Association annually and updated accordingly. The written results of the evaluation shall be submitted by the examining physician, psychologists, psychiatrist or laboratory facility to the Superintendent and to the employee. Otherwise, the report will remain confidential. Where the Superintendent receives a medical report that the teacher is infected with or is a carrier of a contagious disease, a medical examination by a public health physician may be required.
- c. If the employee disagrees with medical examination results other than substance abuse tests, the employee may, within five (5) working days of receiving the results of the examination, provide the Superintendent with medical or psychiatric verification from the employee's own physician, psychologist or psychiatrist. An employee may not be reimbursed for the expense of any medical, psychological or psychiatric examination conducted by the employee's own physician, psychologist, or psychiatrist.
- d. The district will be responsible for all expenses incurred from any district-required medical, psychologists, or psychiatric

examination performed by a physician or psychiatrist from the district's recommended list. The district will be responsible for the cost of a confirmation test where initial tests are positive for substance abuse.

- e. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the complete duties and responsibilities of the employee's position, the Superintendent shall:
 - (1) Determine whether another position is available for which the employee would be qualified and in which the employee can safely and satisfactorily perform the complete duties and responsibilities of the position. If so, the Superintendent shall offer the employee an opportunity to accept a transfer to such position.
 - (2) If no such transfer is available or if the employee declines an offered transfer, and if no reasonable means of accommodation is available, the Superintendent shall file a recommendation with the School Board recommending that the employee be placed on compulsory Extended Sick Leave.
 - (3) When an Employee Assistance Program becomes available, the Superintendent shall consider placement in such program prior to e.2.
 - (4) Nothing in this Article shall prevent the district from taking disciplinary action in accordance with Article XIX of this Agreement.
- f. Should the employee's physical or mental impairment be corrected during the term of the employee's compulsory Extended Sick Leave and so certified by the employee's own attending physician, psychologists or psychiatrist, the employee may petition the Superintendent for reinstatement. At this time, the employee will submit to additional examinations under the procedures described in Section C.8.b. of this Article. Based upon the results of the medical examinations, the Superintendent shall file a written recommendation on the petition for reinstatement with the School Board with regard to reinstatement or denial of reinstatement. Should an employee's petition for reinstatement be approved, the reinstatement and reassignment shall be determined in accordance with Section C.1. of this Article.

D. Reimbursement for Travel

Travel reimbursement including in-county, out-of-county, per diem, and expenses shall be reimbursed at the normal rate established by the Board and must be authorized and approved by the Superintendent prior to the incurrence. Reimbursement procedures and rules as established in the

current School Board Rules shall be followed.

E. Sabbatical Leave

1. Leave may be granted by the Board to a certificated employee for the purpose of engaging in full-time study at a public or regionally accredited institution of higher education under rules adopted by the Board.
2. Only certificated staff members, who have taught in the Clay County Schools for at least ten (10) consecutive years, broken only by an authorized leave of absence, and who have not received an unsatisfactory evaluation may apply or be considered for approval for sabbatical leave. No more than three (3) requests for sabbatical leave may be approved for any given school year.
3. Such sabbatical year shall be for a one (1) year period and may not be extended.
4. A certificated staff member who is approved for such sabbatical leave shall not accept or agree to receive during such period of leave any compensation, through grant or extra employment, which, when added to the salary paid by the Board would be in excess of his/her ordinary salary.
5. The Board agrees to pay any certificated staff member who has been approved for sabbatical leave, 25% of his/her normally contracted salary during the year of leave. Benefits shall be paid during the year of sabbatical by the Board to such persons on approved sabbatical leave in the same manner as normally paid to a person employed on a 25% contract.
6. Upon returning from an approved year of sabbatical leave, the staff member shall present proof of compliance with the conditions of the approved leave and be placed in a vacant position in which he/she is certified. Such staff member shall accept such position as a further condition of the sabbatical leave.
7. Any staff member approved for such sabbatical leave shall reimburse the Board for all salary paid and for the cost of all benefits paid during such sabbatical, if the staff member fails to abide by the condition of the sabbatical. A contract to this effect shall be signed by the Board and the person affected.

ARTICLE XXI
SCHOOL CALENDAR

A. Association Recommendations

The Association may present in a timely manner to the Superintendent its recommendations relative to the beginning and ending dates for teachers, planning days and holidays for teachers along with supporting reasons. The Superintendent will consider these recommendations and supporting reasons, if provided in the manner indicated. The Board will notify the Association at least twenty (20) working days before the deadline for submission of such recommendations.

B. Authority to Set Calendar

The Board has the statutory authority to establish the school calendar and shall consider the final recommendations from the Superintendent.

C. Emergency Calendar Changes

In the case of emergencies or acts of God, the Superintendent shall have the authority to make changes in the calendar as deemed appropriate to ensure the statutorily required length of school year, subject to approval by the School Board. Before making any recommendation to the Board, the Superintendent or his/her designee shall notify and consult with the Association President.

D. Paid Holidays

The annual work year for teachers shall consist of 196 days, six (6) paid holidays. All new teachers whose employment begins at the start of the school year and who will be enrolled in the Beginning Teacher Program shall report to work one (1) day prior to the first day for all other teachers. The length of this day shall be determined by the Beginning Teacher Program Coordinator. Compensation for this day shall be paid at the rate established in Appendix IVC of the Salary Schedule.

The following dates shall be the six (6) paid holidays for the 1990-91 school year:

September 3, 1990	Labor Day
November 12, 1990	Veteran's Day Observed
November 22, 1990	Thanksgiving Day
December 25, 1990	Christmas Day
January 1, 1991	New Year's Day
March 29, 1991	Good Friday

The annual work year for eleven (11) month teachers shall consist of 216 days, seven (7) paid holidays. The following date shall be added to the above six (6) paid holidays for eleven (11) month teachers for the 1990-91 school year:

May 27, 1991	Memorial Day
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The annual work year for twelve (12) month teachers shall consist of 260 days, nine (9) paid holidays. The following dates shall be added to the above seven (7) paid holidays for twelve (12) month teachers for the 1990-91 school year.

July 4, 1990	July 4
November 23, 1990	Friday after Thanksgiving

ARTICLE XXII
INSURANCE

- A. The Board agrees to pay 100% or up to \$1400, whichever is less, of the premiums for single coverage for the comprehensive hospital-surgical-major medical and group life insurance policy for each full time teacher employed under contract for 60 days or more or for the balance of the school year.
- B. Such policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.
- C. An insurance committee shall be formed one-third (1/3) of which will be association representation. This committee will meet quarterly. The Superintendent shall select the chairperson of the Insurance Committee who will be empowered to vote only upon a tie vote. Additional insurance benefits recommended by the insurance committee established shall be at no cost to the Board unless otherwise negotiated. Only this committee shall be utilized in making recommendations to the School Board on matters pertaining to insurance as covered in this Article. The insurance committee shall review and recommend actions with regard to:

Bids

Specifications

Recommendation on Invitation to Bid

Bid Tabulations

The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee group insurance program.

ARTICLE XXVIII
COMPENSATION

A. Experience

All teaching experience for new hires must be verified. Such experience must be full-time experience in K-12 public schools in the U.S. or under Department of Defense jurisdiction; full-time experience for up to four (4) years in private or parochial K-12 schools accredited by an approved accrediting agency; full-time experience in pre-kindergarten or kindergarten schools which are under the jurisdiction of and funded by the state department of education; up to four (4) years full-time teaching experience in colleges or universities accredited by the state department of education or an approved regional accrediting agency, excluding adjunct teaching or teaching performed while attending the college or university as a student; and/or up to four (4) years of approved active military service. Occupational experience as appropriate for occupational therapists, physical therapists, speech clinicians, social workers, media specialists and for vocational trades instructors shall be granted in accordance with Board policy.

B. New hires and teachers returning from an approved year leave of absence without pay shall be paid in accordance with the schedule set forth in Appendix IV on the basis of approved teaching experience.

C. Under no circumstance shall any teacher be assigned a salary which is at a higher level than that which is equivalent to his/her approved experience.

D. The method of advancement to succeeding levels after the 1990-91 school year shall be determined through negotiations. There shall be no presumption of status quo with respect to the method of advancement.

E. ROTC instructors shall be placed in accordance with the special provision as indicated in Appendix IV.

F. Any person whose higher degree has been earned after April 15, 1979 and is involuntarily transferred to a position in which he/she is not eligible for degree differential shall not lose such degree differential. However, any such person who volunteers for a position in which he/she is not eligible for a degree differential shall lose any degree differential previously paid.

G. Employees assigned to paid supplement positions shall be paid in accordance with said Appendix and all other provisions of this Agreement.

H. Teachers shall be paid in 24 equal payments per year.

I. Terminal Sick Leave

The Board shall provide terminal pay to any teacher upon the teacher's retirement or to the teacher's beneficiary if service is terminated by death. Such terminal pay shall not exceed one hundred twenty (120) days, and shall be established as outlined in 1-5 below. Unless payment is upon death of individual, the person must be eligible for retirement and retirement papers must be completed, signed and approved. In addition, the teacher must have been:

1. Employed as a teacher for up to three (3) years in Clay County, in which case the terminal pay shall be at the rate of 35% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 2. Employed as a teacher for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of 40% time the number of days accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 3. Employed as a teacher for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of 45% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 4. Employed as a teacher for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of 50% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 5. Employed as a teacher during and after the thirteenth (13th) year in Clay County in which case the terminal pay shall be at the rate of 100% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.
- J. The Superintendent is authorized to offer an alternate salary schedule when he/she deems it necessary only for the purpose of recruiting for less than full time positions in Speech Pathology, Emotional Handicapped, Occupational Therapy, or Physical Therapy and only to a teacher whose position will be in such critical shortage area. Such alternate schedule will be 1.15 times the hourly equivalent of the appropriate bachelors salary schedule step plus degree differential, if applicable. Teachers contracted under such schedule shall be exempt from the provisions of Article VII, sections A and B (preparation time) and Article VI, sections A and B1 (duty free lunch).

ARTICLE XXIX
TERM OF AGREEMENT

This Agreement is signed and ratified on September 10, 1990. This Agreement shall be effective from the date of ratification and shall continue in effect through June 30, 1991. All economic issues shall be retroactive to the beginning of the 1990-91 school year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

CLAY COUNTY EDUCATION ASSOCIATION

Ray Fisher
President

CLAY COUNTY SCHOOL BOARD

Wm. Masler
Chairman

APPENDIX IV A
SALARY SCHEDULE - 1990-91

A. Regular Bachelor's Schedule

Step	Years of Approved Experience	Bachelor's Level Salary Amount
A	0	20,300
B	1	20,600
C	2	20,900
D	3	21,250
E	4	21,600
F	5	22,000
G	6	22,400
H	7	22,900
I	8	23,450
J	9	24,000
K	10	24,650
L	11	25,300
M	12	26,000
N	13	26,750
O	14	27,500
P	15	28,350
Q	16	29,250
R	17	30,750
S	18 or more	32,550

NOTE: Teachers shall be assigned a salary step in accordance with the Article on Compensation and in accordance with approved experience occurring prior to June 30, 1990.

APPENDIX IV B
SALARIES - SCHOOL PSYCHOLOGISTS AND DEGREE DIFFERENTIALS

A. School Psychologists/12 Months

Approved Experience	Salary	Approved Experience	Salary
0	35,592	3	37,641
1	36,275	4	38,324
2	36,958	5	39,007

B. School Psychologists/11 Months

Approved Experience	Salary	Approved Experience	Salary
0	29,569	3	31,271
1	30,136	4	31,838
2	30,704	5	32,406

C. Experience

School Psychologists shall be assigned a salary step and amount in accordance with the Article on Working Conditions for 11 and 12 Month Instructional Employees.

D. Degree Differentials

1. Instructional Personnel

Degree Differentials shall be as follows:

		For Classroom Teachers:
Master's Degree:	\$1500	Master's or higher
(Classroom Teachers Only)		certificates with
		effective dates after
Specialist Degree:	\$2000	April 15, 1979 must be
		earned in the teaching
		area.
Doctorate Degree:	\$2200	For School Psychologists:
		Specialist or higher
		certificates. Certificate
		must show field of School
		Psychology and must
		reflect appropriate level
		(Specialist or Doctorate).
		Specialist Level: Must
		hold Specialist Degree or
		equivalent Planned Program
		in the Field of Counseling
		or Psychology. Doctorate
		Level: Doctorate degree
		must be in the Field of
		Counseling or Psychology.

Master's Degree: \$ 800 }
(Classroom Teachers Only)

For Classroom Teachers:
Master's or higher
certificates in any field.

Specialist Degree: \$ 900 }	For School Psychologists:
Doctorate Degree: \$1100 }	Specialist or higher degrees in any field.
	Certificate must show field of School Psychology and must reflect the appropriate level

Note: The instructional personnel degree differentials are based on a 196-day contract. The degree differentials will be pro-rated as needed based on the actual number of contract days. Degree differentials for school psychologists apply to specialist and doctorate degrees only.

2. If a Classroom Teacher or School Psychologist is eligible for both in-field and out-of-field degree differentials then the degree differential resulting in the highest rate of compensation will be paid. It is the responsibility of the individual claiming eligibility for degree differential compensation to supply all information required by the Personnel Office to establish eligibility.

APPENDIX IV C
SALARIES - MISCELLANEOUS

- A. Summer School
1. Classroom teachers working during the summer break shall be paid at the same rate of pay as during the school year preceding the summer term and will remain in effect until the completion of summer school.
 2. In the case of curriculum development or other projects, teachers may be paid in accordance with the amount allocated for the project.
- B. Adult and Community Education Teachers
1. Teachers of FTE Credit Courses and of Lifelong Learning Courses Which Require Certificated Teachers
- Hourly base rate based on the 196 day contract salary for regularly contracted teachers in Clay County or the beginning (0 year) salary on the adopted schedule for teachers not under regular contract in Clay County. Teachers who have retired from the Clay County School System shall continue to receive the base rate based on their last 196-day contract salary (minus supplements) or the beginning (0 year) salary on the adopted schedule for teachers, whichever is greater.
2. Teachers of Lifelong Learning Courses Not Requiring Certificated Teachers
 3. Teachers of Fee Base Non-Credit Courses (12 or more enrollment) \$15.00 per hour
- \$15.00 per hour
- C. Summer Institute
1. Teacher participation in the 1991 Summer Institute shall be voluntary.
 2. Teachers attending the 1991 Summer Institute shall be paid at the rate of \$10.00 per hour, other provisions of this Agreement notwithstanding.
- D. New Teachers
- All new teachers whose employment begins at the start of the school year, who will be enrolled in the Beginning Teacher Program, shall be paid at the rate of \$10.00 per hour for their participation in the one (1) day workshop prior to the first day for teachers.
- E. Other Programs (Other than 310 Agreements)
- Teachers employed in other programs beyond the regular workday shall be paid as follows:
1. Regularly contracted teachers in Clay County - hourly rate based on their 196-day contract salary.
 2. Teachers not under regular contract in Clay County - hourly rate based on the beginning (0 years) salary on the adopted teacher salary schedule.
 3. Regularly contracted teachers in Clay County may be assigned on a volunteer basis the responsibility of utilizing their scheduled unassigned preparation period as defined in Article VII, sections A and B for the purpose of covering classes of teachers who are absent. Such teachers shall be paid an additional salary of \$10.00 per hour. All efforts shall be made by the administration to secure regular substitute teachers in such instances.

APPENDIX IV D
SALARIES - ROTC INSTRUCTORS

- A. 196-day contracts will be issued in accordance with laws governing teacher contracts.
- B. Salaries will be based on the greatest amount of 1 or 2 below and will be paid in 24 bi-monthly installments.
 - 1. The 10-month teachers' salary schedule for 1990-91, or
 - 2. (a) The annual (12-month) salary submitted by the U.S. Navy based on the active duty pay less the retired pay valid as of August 1, 1988 for those ROTC personnel employed as of September 1, 1982, provided there is no break in service with Clay County, or
 - (b) 10/12 of the annual salary submitted by the U.S. Navy based on the active duty pay less the retired pay for those ROTC personnel employed subsequent to September 1, 1982 and those ROTC personnel who break service in Clay County and are reemployed subsequent to September 1, 1982.
- C. If 10/12 of the annual pay as reported by the Navy (school amount) ever exceeds the annual pay actually rendered by the School Board, the contract and pay of the affected person identified in subparagraph B2(a) above shall be changed to reflect 12/12 of that reported by the Navy prorated from the effective date. This paragraph shall have no force or effect for those personnel identified in subparagraph B2(b) above.
- D. Summer school employment for 1991 will be contingent on need and pay will be in addition to that agreed upon in Item B above. Summer pay will be based on the established rate at the time of the summer contract in the same manner as figured in Step B above and this additional time will be reported to the Navy as such.
- E. All vouchers will be co-signed by the County Office and all checks for reimbursement will be sent directly to the Office of the Superintendent. The Navy shall be notified of this by the officers of the school NJROTC units.

APPENDIX V SALARIES - SUPPLEMENT SCHEDULE

Note: The percent indicated is applied to the base salary (0 year experience, Level A) of the Teachers Salary Schedule. Salaries are to be rounded to the nearest dollar.

TYPE	PERCENT
ACADEMIC COORDINATORS - (Classroom Teacher Department Heads, ESE Department Heads, and Specialists Only) - paid in equal installments.	
Department Head (3-5 teachers).....	4.50
Department Head (6-10 teachers).....	5.00
Department Head (11-16 teachers).....	5.50
Department Head (17-20 teachers).....	6.00
Department Head (21 or more teachers).....	6.50
10 Month Specialist.....	5.61
11 Month Specialist.....	6.18
12 Month Specialist.....	7.47
Occupational Therapist.....	10.00
Physical Therapist.....	10.00

EXTRA CURRICULAR ACTIVITIES

The following supplements will be allocated to the respective schools as a maximum amount which shall be used to pay one or more individuals sponsoring the indicated activity. Unless otherwise indicated, supplemental salary is to be paid in equal installments.

Annual Staff

Orange Park High, Middleburg High.....	7.50
Clay High, Keystone Heights High.....	6.50
Junior High School.....	6.50

Newspaper Staff

Orange Park High, Middleburg High.....	4.08
Clay High, Keystone Heights High.....	2.55
Junior High School.....	2.50

Band Director

Orange Park High, Middleburg High.....	13.42
Clay High, Keystone Heights High.....	12.40
Junior High School.....	7.50

Choral Director - High School.....5.15

Choral Director - Junior High School.....5.15

Class Sponsors - Sophomore Class

Orange Park High, Middleburg High.....	2.75
All Other High Schools.....	2.60

Class Sponsors - Junior Class

Orange Park High, Middleburg High.....	4.75
All Other High Schools.....	4.25

Class Sponsors - Senior Class

Orange Park High, Middleburg High.....	4.25
All Other High Schools.....	3.75

Co-Curricular Club.....4.08

Student Council.....4.08

Junior High Student Council.....3.60

*Debate Club.....3.06

*Director of Junior or Senior Class Plays.....1.28
(per major production)

*Drama.....	3.06
*Junior High Drama.....	3.06
Drill Sponsor.....	4.64
Flag Corps Sponsor.....	3.11
Majorette Sponsor.....	3.11
Safety Patrol - Elementary.....	2.04
Junior High Activities Program Coordinator.....	12.00
Future Educator Club.....	2.75
National Honor Society.....	3.06
National Junior High Honor Society.....	3.06
*District Science Fair Coordinator.....	6.00
*Local School Science Fair Coordinator.....	3.57
*County-Wide Spelling Bee Coordinator.....	1.02
Computer Education Advisor.....	2.55
CORE Team Leader(Secondary).....	2.75
Drop Out Prevention Coordinator.....	4.50
*Academic Coach-School.....	5.40
Academic Coach-District.....	7.50
Peer Teacher.....	6.00
Support Peer Teacher.....	4.00
*Directing Teacher of School Interns.....	3.00

*The supplement will be paid upon completion of the activity and written recommendation of the principal. Any production must be performed before the public and will consist of a full length play.

When approved by the Superintendent or his/her designee, instructional personnel attending workshops after the normal school day will be paid a stipend of \$6.00 per hour.

TEC Council members who are required to meet beyond the normal school day or beyond the required workday, shall receive a supplement equal to that paid for inservice workshops.

ATHLETICS

**1. Athletic supplements for seasonal sports shall be paid in a lump sum upon completion of the activity. A supplement will be prorated if a coach quits prior to completion of the season. No more than three (3) athletic supplements may be paid to a single individual without approval of the Superintendent and documentation that all resources have been exhausted.

Exceptions - Football supplements will be paid as follows:

75% at end of playing season
25% for spring practice

2. Athletic Coach Certification: All Head Coaches and Athletic Directors must possess state certification endorsement from the State of Florida as Athletic Coach by 1992-93.

Athletic Director

Orange Park High, Middleburg High.....	20.50
Clay High.....	19.50
Keystone Heights High.....	18.50
**Football, Head (high schools).....	18.20
**Football, Head (junior high schools).....	10.00
**Football, Assistant (junior high schools).....	9.10

**Football, Assistant (high schools).....	9.10
**J.V. Football, Head (high schools).....	10.00
**Basketball, Head (high schools).....	13.60
**Basketball, Assistant (high schools).....	6.82
**Basketball (junior high schools).....	6.82
**Basketball (9th Grade) - KHS, CHS.....	6.82
**Baseball, Head (high schools).....	12.00
**Baseball, Assistant (high schools).....	6.00
**Baseball, (junior high schools).....	6.00
**Baseball (9th Grade) - KHS, CHS.....	6.00
**Softball, Head (high schools).....	12.00
**Softball, (junior high).....	6.00
**Softball (9th Grade) - KHS, CHS.....	6.00
**Track, Head (high schools).....	7.76
**Track, Assistant (high schools).....	5.15
**Track (junior high schools).....	5.15
**Cross Country, Head (high schools).....	5.15
**Golf, Head (high schools).....	4.13
**Wrestling, Head (high schools).....	7.76
**Wrestling, Assistant (high schools).....	5.15
**Volleyball, Head (high schools).....	7.76
**Volleyball, Assistant (9th Grade) - KHS, CHS.....	5.15
**Volleyball (junior high schools).....	5.15
**Tennis, (high schools).....	5.15
**Soccer, Head (high schools).....	7.76
**Soccer, Junior Varsity.....	5.15
**Soccer, Assistant (9th Grade) - KHS, CHS.....	5.15
**Swimming, Head (high schools).....	7.76
**Intramural Programs Sponsor (Junior High School).....	5.15
**Asst. Intramural Program Sponsor (Jr. Hi. Sch.).....	4.64
**Weightlifting (high schools).....	3.11
Cheerleading Sponsor - Varsity.....	5.15
Cheerleading Sponsor - Junior Varsity.....	5.15
Cheerleading Sponsor - Junior High School.....	5.15
**Cheerleading Sponsor - Wrestling (OPH).....	2.65
**Cheerleading Sponsor - Soccer (OPH).....	2.65

WE, the undersigned, agree that the attached document is the final and tentative Agreement between the CLAY COUNTY EDUCATION ASSOCIATION negotiating team and the DISTRICT SCHOOL BOARD OF CLAY COUNTY negotiating team. We further agree we will recommend the attached document for ratification.

Date Signed 8/27/90

THE DISTRICT SCHOOL BOARD OF
CLAY COUNTY NEGOTIATING TEAM

Mary W. Janett
Hoge Scogah
James D. Powell
[Signature]

CLAY COUNTY EDUCATION
ASSOCIATION NEGOTIATING TEAM

Lynnda M. Schmeier
Kenneth Beers
James L. Kestinen
Sandra Hujo